

PENDLETON COUNTY FISCAL COURT

June Term June 22, 2010

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Squire Whaley, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

Judge Bertram presented the agenda for this meeting and ask that it be amended to include items 10A – Update Interlocal Agreement with NKREA, 12A – Worknow Kentucky and 12B – Appointment to East Pendleton Water District Board. Whereupon Squire Veirs made a motion to accept the agenda as amended, seconded by Squire Wells, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, presented the minutes from the minutes from the June 8th, 2010 meeting, whereupon Squire Wells made a motion to approve the minutes, seconded by Squire Whaley, motion carried.

In Re: Approval of Treasurers Report

Pendleton County Treasurer, Vicky King, presented a written report for the month of May at the June 8th, 2010 meeting, whereupon Squire Whaley made a motion to approve this report as presented, seconded by Squire Veirs, motion carried.

In Re: Open Bids on Cabinets in Old Circuit Clerks Office

One bid was received for the purchase and removal of the cabinets in the Circuit Clerk's Office. The bid was from the Pendleton County Historical Society in the amount of \$26.00, with the understanding that they must be removed by Saturday June 26th, 2010. Squire Veirs made a motion to accept this bid, seconded by Squire Fogle, motion carried.

Pendleton County Historical &
Genealogical Society
P.O. Box 130
Falmouth, KY 41040

June 20, 2010

The Pendleton County Fiscal Court
C/O County Judge's Office
233 Main Street
Falmouth, KY 41040

RE; BID

To Whom It May Concern:

On behalf of the above named Society, we wish to submit a bid of \$ 26.00 dollars for the wooden shelving cabinets that line the two back walls of the circuit clerk's office.

My phone number is 654-3964

Thank you,

In Re: Open Bids on Materials and Hauling

Latonia Blacktop submitted a bid to provide the following equipment: D4 Caterpillar High Tract @ \$80.00 per hour, 953 Caterpillar Loader @ \$95.00 per hour, 580 Case Backhoe Super L 4X4 @ \$70.00 per hour, Kenworth Tri-Axle Truck @ \$75.00 per hour and a 135 Kalbeco Track Hoe @ \$100.00 per hour.

Peoples Trucking submitted a bid for hauling at the following rates: Black top/dirt/ delivery to county road @ \$85.00 per hour, Hauling stock pile from Butler Quarry to County Barn @ \$3.85 per ton, Hauling stock pile from Black River to County Barn @ \$5.50 per ton.

Squire Whaley made a motion to award the equipment bid to Latonia Blacktop, seconded by Squire Wells, motion carried.

Squire Fogle made a motion to award the Hauling bid to Peoples Trucking, seconded by Squire Veirs, motion carried.

LATONIA BLACKTOP SERVICE LLC.

6095 Hwy 17 N
Demossville, KY 41033

Estimate

Date
6/16/2010

Name / Address
Pendleton County Fiscal Court

[illegible]

Accepted

Signature:

Phone #	Fax #	E-mail
859 356-6100	859 472-5947	latoniablacktopservice@hughes.net

Visit Us on the Web
www.latornablacktopservice.com

PEOPLES TRUCKING
8390 Hwy 27N
Butler, Ky 41006
859-472-5881
859-322-5881

Quote for Hauling 5-24-10 to 12-31-10

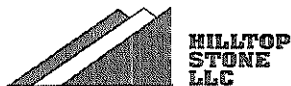
Hourly rate for hauling (black top/dirt/delivery to county road) \$85

Hauling stock pile from Butler Quarry to County barn	\$3.85 ton
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Hauling stock pile from Black River to County barn \$5.50 ton

One bid was received for crushed limestone, that bid being from Hilltop Stone, LLC with a delivery rate of \$2.90 per ton to the county barn.

Squire Fogle made a motion to rescind the previous motion to award the bid for hauling to Peoples Trucking, seconded by Squire Veirs, motion carried.
Squire Fogle made a motion to award the bid for hauling from stone Black River to Peoples Trucking, seconded by Squire Veirs, motion carried.
Squire Whaley made a motion to award the limestone bid and delivery form the Quarry to Hilltop Stone, seconded by Squire Wells, motion carried.



June 22, 2010

Pendleton County Fiscal Court
Falmouth, Kentucky 41040
Gentlemen:

We are pleased to quote the following prices on crushed limestone meeting Kentucky State Highway Department specifications loaded on your trucks at our quarry near Butler, Kentucky, for your 2010-2011 fiscal year.

SIZE	PRICE
Corn 610's.....	\$ 6.00
4's.....	\$ 9.90
2's.....	\$ 9.20
6's.....	\$ 8.40
57's.....	\$ 10.00
8's.....	\$ 10.20
9's.....	\$ 10.20
DGA.....	\$ 9.00
Quarry Run Rip Rap.....	\$ 12.00
Cyclopean Rip Rap.....	\$ 14.00
Channel Lining 2.....	\$ 12.50

(Above prices do not include Ky. Sales Tax)

Stone can be delivered to the county yard at the rate of \$ 2.90 @ ton.

Sincerely,
Hilltop Stone LLC
Roger D. Wafford
Roger D. Wafford


1405 HIGHWAY 177 E • BUTLER, KENTUCKY 41006 • (859) 472-5591 • FAX (859) 472-8263

In Re: Contract with Emergency Management to Provide Technical Support

Judge Bertram presented the court with a copy of a contract for Pendleton County Direct Support Grant for Automation. Squire Wells made a motion to approve this contract seconded by Squire Fogle, motion carried.

Doc ID No: PON2_095_1000003337_1

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Commonwealth of Kentucky

CONTRACT

1000003337

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Pendleton County Direct Support Grant for Automation

Doc ID No: PON2_095_1000003337_1

Procurement Type: Grant

Administered By: LEEBIE STAMPER

Telephone: 502-607-1510

Procurement Folder: 1830203

Cited Authority: KRS39A.030

Issued By: TERRY BROWN

PENDLETON CO FISCAL COURT P A

233 MAIN ST ROOM 4

FALMOUTH KY 41040

US

1	Direct Support Grant for Automation of Pendleton County	0.00	0.00000	19,827.24	19,827.24
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Extended Description

Awarding Pendleton County a grant for direct support of the automation of the county emergency management office to include electronic forms generation, organization and standardization of electronic files for statewide implementation, county electronic training plans, statewide county ITEAMS implementation support and audio/video support for statewide EM education initiatives. Effective date will be from July 15, 2010 to June 30, 2011.

1572

DMA DIV OF ADMIN SERVICES

100 MINUTEMAN PARKWAY

FRANKFORT KY 40601

US

19,827.24

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Approvals:

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

1st Party:

Signature _____ Title _____

Printed Name _____ Date _____

2nd Party:

Signature _____ Title _____

Printed Name _____ Date _____

Other Party:

Signature _____ Title _____

Printed Name _____ Date _____

Approved as to form and legality:

Attorney

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Article I. Scope, Purpose, and Authority

Section 1.01 General

(a) The Kentucky Division of Emergency Management, in the exercise of its lawful duties, has determined that the functions outlined in this Contract are necessary for the performance of the statutory and regulatory requirements of the Division of Emergency Management, Department of Military Affairs, General Government Cabinet.

(b) This Contract implements elements of a federal grant program from the United States Department of Homeland Security, Catalog of Federal Domestic Assistance number 97.042, Emergency Management Assistance Grant for which the Kentucky Division of Emergency Management is the grantee within the Commonwealth of Kentucky.

(c) All subrecipients/subgrantees of federal grant money disbursed under this Contract are required, under OMB Circular A-133, to have an audit conducted annually if they expend \$500,000 or more in total federal grant money during the subrecipient's/subgrantee's fiscal year. All subrecipients/subgrantees that are signatories to this Contract must ensure that an annual audit is performed and provide a copy of their annual audit to the Kentucky Division of Emergency Management no later than 30 days after receipt of the final audit report.

Article II. Identification & Obligations of the Parties

Section 2.01 First Party

The Kentucky Dept. of Military Affairs, Division of Emergency Management (as the First Party), in the exercise of its lawful duties, has determined that the functions outlined in this Contract and in the attachment(s) thereto, are necessary for the performance of the statutory and regulatory requirements of the Division of Emergency Management.

Section 2.02 Second Party

Pendleton County (as the second party), is the contractor as defined by KRS 45A.030 (9) and agrees that they are willing, available and qualified to perform the scope of work as detailed in this contract and as specifically outlined.

Section 2.03 Subcontractor Requirement

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The Second Parties agree that all requirements of this contract shall also be applicable and binding on any subcontractor (subject to First Party approval) the Second Parties contract with to meet the statement of work, method of payment, and deliverables of this contract.

Section 2.04 Extensions and Amendments to this Contract

The terms and conditions of this contract may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.

Section 2.05 Choice of Law and Forum Provision

The laws of the Commonwealth shall govern all questions as to the execution, validity, interpretation and performance of this contract. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky. However, see Section 6.13 for exception regarding United States.

Section 2.06 Sole Benefit

This Contract is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government and is not intended to create any other beneficiaries.

Section 2.07 Successors and Assigns

This Contract may not be assigned by a party without the express written consent of the other party. All covenants made under this Contract shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Section 2.08 Entire Contract

This Contract forms the entire contract between the parties as to scope and subject matter of this Contract. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Contract.

Section 2.09 Severability

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If any provision of this Contract is held judicially invalid, the remainder of the Contract shall continue in force and effect to the extent not inconsistent with such holding.

Section 2.10 Waiver of Breach

If a party waives enforcement of any provision of this Contract upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

Section 2.11 Data Collection/Analysis Limitations

No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this Contract.

Section 2.12 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions

The Second Parties hereby certify the following by signing this contract:

- (i) That neither they nor their principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (ii) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation in writing to the First Party.

Section 2.13 Campaign Finance

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 2.14 Change of Circumstances

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Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Contract.

Section 2.15 Liability and Indemnity

Nothing in this Contract shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Contract. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Contract shall be determined according to applicable law.

Section 2.16 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Article III. Identification of the Object or Subject Matter of the Contract

Section 3.01 Purpose and Scope

This contract is for direct support of the automation of the county emergency management office in Pendleton County to help the department with electronic forms generation, organization and standardization of electronic files for statewide implementation, county electronic training plans, statewide county ITEAMS implementation support and audio/video support for statewide EM education initiatives.

Section 3.02 Performance Specifications

Successful completion by the Second Parties shall include the following deliverables:

- (a) Successful completion by the Second Party shall include funded items requested through the respective federal line item budget.
- (b) Funding will be limited to actual awarded amount by the Federal Emergency Management

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Agency through each respective line item budget.

- (c) Provide quarterly reports on the progress of the project.

Section 3.03 Scope of Services / Scope of Work

Awarding Pendleton County a grant for direct support of the automation of the county emergency management office to include electronic forms generation, organization and standardization of electronic files for statewide implementation, county electronic training plans, statewide county ITEAMS implementation support and audio/video support for statewide EM education initiatives.

Article IV. Consideration and Conditions for Payment

Section 4.01 Total Amount of Contract and Contract Period

The Second Party fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Section 4.02 Earliest Date of Payment

No payment on this contract shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695(7) to wit payments on personal service contracts and memoranda of contracts shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Section 4.03 Payments

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party. The preferred method of payment will be through electronic funds transfer.

Section 4.04 Other Expenses

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(a) The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the expense.

(b) Where applicable:

(i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

(ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.

(iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

Section 4.05 Travel

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this contract. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates

Section 4.06 Social Security

The Second Parties and all other parties so contracted for services under the scope of service of this contract agree that they are cognizant that the First Party is not liable for Social Security contributions pursuant to 42 U.S Code, Section 418, relative to the compensation of the Second Parties during the effective dates of this contract.

Section 4.07 Financial Management System

(a) Applicable only to contracts where reimbursement is based upon actual, allowable costs.

(b) The Second Parties agree to establish and/or maintain a financial management system which shall provide for:

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(i) Accurate, current, and complete disclosure of the financial results of the functions/services performed under this contract in accordance with the reporting requirements as set forth in this Contract and attachment(s) thereto;

(ii) Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances, if applicable, assets, liabilities, expenditures and income;

(iii) Effective control over and accountability for all funds, property, and other assets. The Second Parties shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this contract;

(iv) Procedures for determining reasonableness, and allow ability of costs in accordance with the terms and conditions of this Contract and any attachment(s) thereto; and

(v) Accounting records that are supported by source documentation.

Section 4.08 200 KAR 5:314 "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract"

The First Party certifies that it is in compliance with 200 KAR 5:314, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract". "The Second Party contractor as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration cabinet, the auditor of public accounts, and the legislative research commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the contracting agency, the Finance and Administration cabinet, the auditor of public accounts, or the legislative research commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the secretary of the Finance and Administration cabinet as meeting the provisions of KRS 61.878(1) (c) prior to the execution of the contract. The secretary of the Finance and Administration cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services."

Section 4.09 Conflict of Interest Laws and Principles

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The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing the terms and conditions of this contract will not violate either any conflict of interest statute, KRS 45A.330-45A.340, 45A.990, KRS 164.390, or KRS 11A.040 of the Executive Branch code of ethics, relating to the employment of former public servants.

Section 4.10 Certification of Lobbying

(a) No state funds appropriated to the Second Parties pursuant to this contract shall be used to influence, either directly or indirectly, the introduction or modification of any federal or state legislation, or the outcomes of any federal, state or local election, referendum, or initiative.

(b) In addition, for any payment involving federal funds, the Second Parties certify to the best of their knowledge and belief, that for the receding contract period, if any, and for this current contract period:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Second Parties, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.

(c) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative contract, the Second Party shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(d) The Second Parties shall require that the language of this certification be included in the award documents for all subawards at all tiers, including subcontractors, subgrants, and contracts under grants, loans, and cooperative contracts, and that all subrecipients shall certify and disclose accordingly.

(e) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less

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than \$10,000 and not more than \$100,000 for such failure.

Section 4.11 Violation of tax and employment laws

(a) KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

(b) To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

(c) KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

(d) Contractor must initial one:

_____ the contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ the contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

Article V. Time of Performance

Section 5.01 Effective Date

All Memorandum of Contracts are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Contracts \$50,000 or less are exempt from review by the committee and need

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only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

Section 5.02 Cancellation:

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days written notice served on the contractor by registered or certified mail.

(a) Disputes concerning contract claims and performance will be addressed in accordance with KRS Chapter 45A.

(b) "Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice."

Section 5.03 Modifications to Contract

The agency reserves the right to modify this contract for the addition or deletion of requirements deemed necessary by the agency in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311).

Section 5.04 Notices

Any notice, transmittal, approval, or other official communication made under this Contract shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the other party.

Article VI. Federal Representations and Certifications

Section 6.01 Non-discrimination

(a) The Second Parties agree that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Second Party's performance under this Contract, on the grounds of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Second Party covenants and agrees to comply with the follow:

(i) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

(ii) Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);

(iii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

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(iv) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

(b) **DISCRIMINATION** (Because of race, religion, color, national origin, sex, age, or disability) **PROHIBITED**. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the Second Party agrees as follows:

(i) The Second Parties will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Second Parties agree to provide, upon request, needed reasonable accommodations. The Second Party will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Second Parties agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(ii) The Second Parties will, in all solicitations or advertisements for employees placed by or on behalf of the Second Parties, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

(iii) The Second Parties will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Second Parties will take such action with respect to any subcontract or purchase order as the First Party or federal administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(iv) The Second Parties will comply with all provisions of Presidential Executive Order no. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

(v) The Second Parties will furnish all information and reports required by Presidential Executive Order no. 11246 of September 24, 1965, as amended, and by the rules,

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(vi) Regulations and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(vii) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Second Party may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Presidential Executive Order no. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

(viii) The Second Parties will include the provisions of paragraphs (1) through (7) of Section 202 of Presidential Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Section 204 of Presidential Executive Order no. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Second Parties will take such action with respect to any subcontract or purchase order as the First Party or administering federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Second Parties become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the First Party or federal agency, the Second Parties may request the United States to enter into such litigation to protect the interests of the United States.

Section 6.02 Lobbying

(a) The Second Parties agree that they will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative contract; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

(b) The Interim Final Rule, New Restrictions on Lobbying, issued by the United States Office of Management and Budget is incorporated by reference.

Section 6.03 Drug-Free Work Place

(a) The Second Parties agree that they will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain

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a drug-free workplace.

(b) The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 6.04 Environmental Standards.

(a) The Second Parties agree that their performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1318), that relate generally to inspection, monitoring, entry reports and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, State, or Local environmental regulation.

(b) The Second Parties shall insure that no facility used in their performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of the First Party. The Second Parties shall notify the Second of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Contract is under consideration for listing on the EPA list of violating facilities.

Section 6.05 Preference for U.S. Flag Carriers

The Second Parties agree to comply with 46 U.S.C. 1241(b) and regulations issued thereunder (46 CFR Part 381) concerning the use of privately-owned United States flag commercial vessels.

Section 6.06 Debarment and Suspension

(a) The Second Parties shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

(b) The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any

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amendments to the Final Rule that may hereafter be issued.

Section 6.07 Hatch Act

The Second Parties agree to comply with the Hatch Act (5 U.S.C. 1501 -1508 and 7324 - 7328), as implemented by the United States Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officer of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Section 6.08 Buy American Act

The Second Parties agree that they will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction materials. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA), provide the EC and NAFTA end products and construction materials are exempted from application of The Buy American Act.

Section 6.09 Copeland "Anti-Kickback" Act

The Second Parties agree that they will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in United States Department of Labor (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. Section

6.10 Purchasing and Specifications

The Second Parties certify that he/they will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/they attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph, "He" is construed to mean "They" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "He" is construed to mean any person with an interest therein.

Section 6.11 Confidentiality

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The Second Parties agree that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the second party by the First Party in the administration of this contract.

Section 6.12 Audit Requirements

If the Second Party is a governmental entity, an institution of higher learning or other nonprofit institution, the Second Party shall procure an audit in accordance with the United State's Office of Management and Budget (OMB) Circular A-133, as amended. A copy of the Second Party's audit report(s) shall be submitted to the First Party as so identified and detailed, and in the prescribed timeframes as set forth in this Contract and in the attachment(s) to the contract.

Section 6.13 Applicable Law

This Contract is incidental to the implementation of a federal grant program. Accordingly, this Contract shall be governed by and construed according to Federal law as it may affect the right, remedies, and obligations of the United States.

Section 6.14 Governing Regulations

To the extent not inconsistent with the express terms of this Contract, the provisions of 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and OMB Circular A-87 which are hereby incorporated by reference as if fully set forth herein, shall govern this Contract.

Section 6.15 Procurement

The acquisition of goods and services by the Contractor in performance of this Contract shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (44 CFR, 49 CFR, 32 CFR, others).

Section 6.16 Environmental Requirements

The contractor is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR in the execution and administration of this contract.

Section 6.17 Uniform Administrative Requirements

The contractor will follow the administrative requirements under OMB Circular No.A-102 and

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49 CFR.

Section 6.18 Cost Principles

Determination of allowable cost for reimbursements will be determined as outlined in OMB Circular No.A-87 for local governments or OMB Circular No.A-122 for Nonprofit Organizations and other applicable Federal Regulations.

Section 6.19 Contract Work Hours and Safety Standards Act

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 327-330) as supplemented by Department of Labor Regulation.

Section 6.20 Patent Rights

This standard Patent Right Clause found at 37 CFR 401.12 is hereby incorporated by reference which governs rights to inventions made by non-profit organizations and small business firms under Government grants, contracts, and cooperative contracts.

LEGISLATIVE RESEARCH COMMISSION		Contract: PON2-096-1000003337
PROOF OF NECESSITY FORM		Solicitation --
Dept Code Department Of Military Affairs	Folder ID 1830203	
* Type of Award New		
1 Name and Address of Vendor: PENDLETON CO FISCAL COURT P A 233 MAIN ST ROOM 4 FALMOUTH KY 41040 US		
2 Period of Award Service From: 2010-07-15 Service To: 2011-06-30		
3 Detailed Description of Work to be Performed: Grants for direct support of the automation of the county Emergency Management offices.		
4 Financial and Award Cost Data Source of Funds: Federal: 9913.62 General: 9913.62 Agency: 0.00 Capital Construction: 0.00 Other: 0.00 Specify: * Fund Total: 19827.24 ** If federal, is there an associated grant : Yes * Is the agency paying FICA? No * Was award cost included as a line item in the most recent budget for the Commonwealth? No ** If No, was this cost included in the current agency budget? Yes ** If No, explain source of funds:		

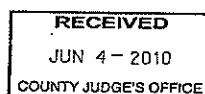
LEGISLATIVE RESEARCH COMMISSION PROOF OF NECESSITY FORM		Contract: PON2-095-1000003337
Dept Code	Department Of Military Affairs	Solicitation -
		Folder ID 1830203
<p>* Detailed Description of Projected Cost:</p> <p>Support of the automation of the county emergency management office to include electronic forms generation, organization and standardization of electronic files for statewide implementation, county electronic training plans, statewide county ITEAMS implementation support and audio/video support for statewide EM education initiatives.</p>		
* Method of Payment:		External
* Frequency of Payment:		Upon Invoice
** If Other, explain:		
5 Contractor Justification		
* Could or should the work be performed by state personnel?		No
** Justification for Outside Service Provider:		
The rules & procedures of the Public Assistance Program specify that a local government prioritizes and submits applications for eligible projects & conducts them with local personnel when they are approved for funding.		
*6 Name and Address(es) of other Provider(s) Considered:		
N/A		
*7 Basis For Selection of Proposed Contractor (PSC) or Reason for Exchange of Resources or Responsibilities (MOA):		
Selection basis based on FEMA Public Assistance criteria		
*8 Planned Performance Monitoring Activities:		

LEGISLATIVE RESEARCH COMMISSION		Contract: PON2-095-1000003337
PROOF OF NECESSITY FORM		Solicitation --
Dept Code Department Of Military Affairs		Folder ID 1830203
Eligible applicants submit documentation for proof of payment, which could include invoices/statements/timesheets/cancelled checks/etc. for approved project worksheets. Request final inspection to be conducted on large projects. FEMA and state staff conduct the final inspection for large projects.		
*9 Agency Contact Name	Terry Brown	
Contact Phone Number	502-807-1831	

In Re: Contract with Three Rivers to Provide Immunization Shots

Judge Bertram presented the court with a copy of a Service Agreement with Three Rivers Health District to administer any of the following: Hepatitis A vaccine, Hepatitis B vaccine, Tetanus-diphtheria (td), PPD (Mantoux TB skin test) or any other services, to include flu shots, and rates agreed upon by both parties, to designated employees of Pendleton County Fiscal Court. Squire Veirs made a motion to approve this Agreement, seconded by Squire Whaley, motion carried.

THREE RIVERS DISTRICT HEALTH DEPARTMENT
510 South Main
Owenton, KY 40359
(502) 484-3412



May 26, 2010

Judge Henry Bertram
PENDLETON COUNTY FISCAL COURT
COURTHOUSE ROOM 4, 233 MAIN STREET
FALMOUTH, KY 41040

Dear Judge Henry Bertram,

Please find enclosed two copies of the current fiscal year 2010-2011 Service Agreements. Please sign both copies and return one copy in the enclosed return envelope addressed to the attention of Michelle Wilburn. Additionally, as a result of new regulations regarding HIPAA, a revised Health Insurance Portability and Accountability Act (HIPAA) approved Business Associate Agreement and Addendum is hereby enclosed for your agency. Please sign one copy and with the Service Agreement. A copy of the health department voucher for services form and information regarding the vaccines are enclosed. Please make copies and distribute to employees requiring services prior to sending them to the Health Department.

- Services provided at the health department require a voucher to be presented by the employee from their respective agency at the time of service(s).
- If an employee presents for a service without a TRDHD voucher for services from their employer, the service(s) may be declined.

Three Rivers District Health Department will administer the contracted services at your agency, another designated site, or employees may go to the local health department.

- To schedule the off-site services, please contact Denise Bingham or Debbie Jones at (502) 484-3412.
- For employees who will be presenting at the health department for services, please contact the local health department in your county; Carroll Co. (502) 732-6641, Gallatin Co. (859) 567-2844, Owen Co. (502) 484-5736, Pendleton Co. (859) 654-6985.
- For questions about the Agreement, please contact Michelle Wilburn or Amy Young at (502) 484-3412.

Also available will be post vaccination serologic testing for immunity following Hepatitis B vaccines. This will include a blood draw (Hepatitis B surface antigen) that will be sent to a contracted lab for actual testing. The service will be available for \$25.00 per employee. The post testing will be performed two (2) months after the third dose of Hepatitis B vaccine is administered.

Michelle Wilburn
Administrative Specialist II

CH-32

LOCAL HEALTH DEPARTMENT CONTRACT TO PROVIDE SERVICES

CONTRACT CODE

35

THIS CONTRACT, between
(First Party)

PENDLETON COUNTY FISCAL COURT
Courthouse, Room 4
233 Main Street
Falmouth, KY 41040

and

(Health Department)

THREE RIVERS DISTRICT HEALTH DEPARTMENT
Health Department
510 S. Main Street
Owenton, KY 40359

is effective July 1, 2010 and ends June 30, 2011.

WITNESSETH THAT:

The Health Department agrees to perform the following services:

1. To administer any of the following: Hepatitis A vaccine, Hepatitis B vaccine, Tetanus-diphtheria (Td), PPD (Mantoux TB skin test) or any other services, to include flu shots, and rates agreed upon by both parties, to designated employees of the First Party;
2. To receive from the First Party a list of employees authorized for specific services or provide a completed Three Rivers District Voucher for Services form;
3. To provide informed consent forms for the above mentioned vaccines and tests and provide answers to all questions prior to administering the service;
4. To provide the agreed services at the Pendleton County Health Center or another designated site;
5. To document all medical information and with a signed release provide this information to the First Party;
6. To ensure confidentiality of all medical services provided;
7. To bill the First Party as follows:

Hepatitis A vaccine	\$ 60.00 per dose
Hepatitis B vaccine	60.00 per dose
Tetanus-diphtheria (Td)	35.00
Measles, Mumps, Rubella (MMR)	66.00
TB Assessment (no TB skin test)	20.00
TB Assessment (skin test & reading)	25.00

8. To provide all services in accordance to the Administrative References for Local Health Departments in Kentucky, Kentucky Public Health Practice Reference, Three Rivers District Policies & Procedures, state and federal laws;
9. To promise that services are provided by qualified/certified employees or agents of the health department.

The First Party agrees to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164.

The First Party agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin. This includes the provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this contract.

Section 601 of Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d), provides that no person shall "on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1974 the Supreme Court (*Lau v. Nichols*, 414 U.S. 563) interpreted regulations promulgated by the former Department of Health, Education and Welfare (HHH's predecessor), 45 CFR 80.3 (b) (2), to hold that Title VI prohibits conduct that has a disproportionate effect on **Limited English Proficient (LEP)** persons because such conduct constitutes national-origin discrimination. On August 11, 2000, Executive Order 13166 was issued, "Improving Access to Services for Persons with Limited English Proficiency (LEP)."

The Contractor, and all its agents, employees and subcontractors, shall adhere to and comply with any and all applicable requirements of Section 114 of the Fair and Accurate Credit Transactions Act of 2003 (15 U.S.C. 1681m (e)); the administrative regulations promulgated thereto, including but not limited to 16 C.F.R. Part 681 (the "Red Flags Rule"); and any written identity theft prevention program developed and implemented by the Local Health Department and/or the Kentucky Department for Public Health. Additionally, the Contractor shall indemnify and hold harmless the Local Health Department, the Kentucky Department for Public Health, and their agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by any of them, that results from or arises out of any acts, errors, or omissions of the Contractor, or its agents, employees, or subcontractors, that violate Section 114 of the Fair and Accurate Credit Transactions Act of 2003; any administrative regulations promulgated thereto, including but not limited to the Red Flags Rule; or any written identity theft prevention program developed and implemented by the Local Health Department or the Kentucky Department for Public Health.

- 1) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, thirty- (30) days, payable upon receipt of appropriate billing.
- 2) The total payments made under the terms of this contract shall not exceed \$9999.00.
- 3) Contracts of \$10,000 or greater shall not become effective until the Department for Public Health has reviewed the contract as evidenced by the signature of an authorized officer of the Department for Public Health on the attached Contractor Information Page. (ALL contracts regardless of amount are to be maintained by the health department.)
- 4) The Parties to this contract agree to comply with Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112) and the Kentucky Equal Employment Act of 1978 (H.B. 683) KRS 45.550 to 45.640, and Americans with Disabilities Act, (ADA), (P.L. 101-336).
- 5) The Health Department certifies that no constitutional, statutory, common law, or regulation adopted by the Cabinet for Health and Family Services pertaining to conflict of interest will be violated by this contract.
- 6) Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

FIRST PARTY:

(SIGNATURE OF AUTHORIZED AGENT)
Pendleton County Fiscal Court

Date

HEALTH DEPARTMENT:

(SIGNATURE OF AUTHORIZED AGENT)
THREE RIVERS DISTRICT HEALTH DEPT.
(PRINT OR TYPE NAME OF AUTHORIZED AGENT)

6/2/10
Date

4

THREE RIVERS DISTRICT HEALTH DEPARTMENT

510 South Main Street Owenton, KY 40359 Ph# (502) 484-3412 Fax (502) 484-0864

Carroll Co. Health Center
401 11th Street
Carrollton, KY 41008
Ph# (502) 732-6641
Fax (502) 732-6642

Gallatin Co. Health Center
204 Franklin Street, PO Box 315
Warsaw, KY 41095
Ph# (859) 567-2844
Fax (859) 567-2845

Owen Co. Health Center
1005 Hwy 22E
Owenton, KY 40359
Ph# (502) 484-5736
Fax (502) 484-5737

Pendleton Co. Health Center
329 Hwy 330W
Falmouth, KY 41040
Ph# (859) 654-6985
Fax (859) 654-6986

VOUCHER FOR SERVICES (FY 10-11)

PATIENT NAME: _____

SOCIAL SECURITY NO.: _____

DATE OF BIRTH: _____

DATE SERVICE PROVIDED: _____
(to be completed by health department staff)

This voucher indicates that this individual is entitled to receive the following service(s) at THREE RIVERS DISTRICT HEALTH DEPARTMENT.

check all that apply:

X	SERVICE DESCRIPTION	CONTRACTED RATE (do not charge employee)
	Hepatitis A Vaccine	\$ 60.00
	Hepatitis B Vaccine	60.00
	Tetanus-diphtheria vaccine (Td)	35.00
	Measles/Mumps/Rubella (MMR)	66.00
	TB Assessment (no TB skin test)	20.00
	TB Assessment (with TB skin test)	25.00
	Influenza Vaccine (Flu Shot)	30.00
	Hepatitis B Titer	60.00
	Other (specify) _____	

The employer listed below will assume responsibility for payment of the services to the health department. Invoices for services will be billed monthly to the agency listed below.

EMPLOYER
NAME: _____
EMPLOYER
ADDRESS: _____

Signature of Person Authorizing this Service

In Re: Updated NKREA Inter-Local Agreement

Judge Bertram presented the court with an updated Inter-Local Agreement from the Northern Kentucky Regional Ethics Authority. Squire Fogle made a motion to approve this agreement, seconded by Squire Veirs, motion carried.

RECEIVED
JUN 17 2010
COUNTY JUDGE'S OFFICE



22 Spiral Drive, Florence KY, 41042

Phone 859-283-1885, Fax 859-283-8178 Attn: C. Bohman

To: Judge –Executive and Mayors of NKREA member Jurisdictions
cc: City Administrator/Manager, City Clerk, or Fiscal Court Clerk
From: Craig T. Bohman, NKREA staff
Re: Updated NKREA Inter-local Agreement
Date: June 16, 2010

Your Honor,

Please find enclosed for your review a copy of the Inter-local agreement between your jurisdiction and the other fourteen members of the Northern Kentucky Regional Ethics Authority. The difference between this version and the previous one filed in 2009 is that the NKREA added one new member in the past year (Covington).

Also included is a second signature page for you to sign, notarize, and return to the NKREA to be included in the official copy that must be filed with each county clerk's office in which the organization operates (Boone, Campbell, Grant, Kenton and Pendleton), with the Kentucky Secretary of State office, and with the Department of Local Government. I only need the signature page returned.

It is the intention of NKREA staff to have this process complete by the next NKREA Authority Board annual meeting to be held in the second half of October (TBA). In order to facilitate meeting this deadline, please have your signed signature page back to the NKREA no later than **August 13, 2010**.

If you have any questions regarding this or any other NKREA related issue, please contact me at your convenience.

Best regards,

BELLEVUE, COVINGTON, CRESCENT SPRINGS, ELSMERE, ERLANGER,
FLORENCE, MELBOURNE, PARK HILLS, PENDLETON COUNTY, TAYLOR MILL,
SOUTHGATE, UNION, WALTON, WILLIAMSTOWN, WOODLAWN

NORTHERN KENTUCKY REGIONAL ETHICS AUTHORITY

This INTERLOCAL COOPERATION AGREEMENT, dated as of the 25th day of May, 2010, is made and entered into by and among such cities and counties of the Commonwealth of Kentucky as shall become signatories hereto.

WITNESSETH:

WHEREAS, local government officials have a responsibility to the citizens which they serve to ensure that the highest ethical standards are maintained in the performance of their responsibilities; and

WHEREAS, the General Assembly of the Commonwealth of Kentucky has enacted KRS 65.003, which requires cities and counties to enact and enforce a code of ethics governing the conduct of local government officers and employees beginning no later than January 1, 1995; and

WHEREAS, the Interlocal Cooperation Act, KRS 65.210 to 65.300, specifically authorizes public agencies to jointly exercise any authorities that are delegated to the public agency individually; and

WHEREAS, KRS 65.003(2) specifically authorizes cities and counties to utilize the provisions of the Interlocal Cooperation Agreement to implement the requirements of the statute; and

WHEREAS, the parties to this agreement have determined it is in the best interests of their governmental jurisdictions to utilize the authorities granted by KRS 65.210 to 65.300 to create a joint board to implement the enforcement provisions contained in KRS 65.003.

NOW, THEREFORE, it is agreed as follows:

I. Purpose of the Agreement

Consistent with the responsibility imposed on cities and counties to establish the enforcement entity that is responsible for implementation of the enforcement process, the signatories to this agreement are expressly utilizing the authorities contained in the Interlocal Cooperation Act to jointly establish and operate the Northern Kentucky Regional Ethics Authority. Upon establishment of this Authority, its Board of Directors is expressly authorized to create and appoint the membership of an operational committee, to be known as the Northern Kentucky Ethics Enforcement Committee, to carry out the enforcement activities necessitated by the implementation of ethics ordinances by the cities and/or counties that are party to this agreement.

II. Membership

The membership of the Northern Kentucky Regional Ethics Authority is comprised of the chief elected official (Mayor or County Judge/Executive) from the following participating local governments:

1. Mayor, City of Bellevue
2. Mayor, City of Covington
3. Mayor, City of Crescent Springs
4. Mayor, City of Elsmere
5. Mayor, City of Erlanger
6. Mayor, City of Florence
7. Mayor, City of Melbourne
8. Mayor, City of Park Hills
9. Judge/Executive, Pendleton County
10. Mayor, City of Taylor Mill
11. Mayor, City of Southgate
12. Mayor, City of Union
13. Mayor, City of Walton
14. Mayor, City of Williamstown
15. Mayor, City of Woodlawn

The members of the Northern Kentucky Regional Ethics Authority shall serve as its Board of Directors. Additional cities or counties may become members of the Northern Kentucky Regional Ethics Authority by properly adopting and signing this agreement.

III. Functions and Powers

A. Northern Kentucky Regional Ethics Authority

1. The Northern Kentucky Regional Ethics Authority ("the Authority") is expressly authorized to establish and select the membership that will serve on the Northern Kentucky Ethics Enforcement Committee ("the Committee"). Each member of the Board of Directors of the Authority shall select the members to serve on the enforcement committee. The appointment(s) made by the members of the Authority shall be subject to the approval of the relevant local government's legislative body. No member of the Committee shall hold any elected or appointed office, whether paid or unpaid, or any position of employment with any local government that is party to this agreement. The persons chosen to serve on this Committee shall serve in this position for a period of two years, and may be reappointed for any number of consecutive terms. All members of the Committee shall serve without compensation, but shall be reimbursed for all necessary and reasonable expenses.

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B. Northern Kentucky Ethics Enforcement Committee

The Northern Kentucky Ethics Enforcement Committee is expressly authorized to perform all activities necessary to ensure the comprehensive enforcement of the ethics ordinances enacted by the signatories of this agreement. The responsibilities mandated by KRS 65.003 which are imposed on this committee are as follows:

1. Maintenance of financial disclosure statements submitted by the public officials, officers and employees as designated in each local government's ethics code. All financial disclosure statements are deemed public documents and are subject to inspection under the Kentucky Open Records Act.
2. Receipt of complaints alleging possible violations of the ethics codes.
3. Issuance of opinions in response to inquiries relating to the ethics codes.
4. Investigation of possible violations of the codes of ethics.
5. Imposition of penalties provided for the codes of ethics.

The Northern Kentucky Ethics Enforcement Committee is hereby designated all powers and authorities necessary to organize itself and adopt rules of procedures as deemed necessary to accomplish these responsibilities. The Committee shall elect a Chairperson annually from its membership, who shall be presiding officer and a full voting member of the Committee. To ensure the orderly procedural implementation of these responsibilities, the Northern Kentucky Enforcement Committee is expressly authorized to enter into agreements with the Northern Kentucky Area Development District to provide necessary support services.

IV. Financing

All costs associated with the implementation of the authorities outlined in this agreement are to be borne as follows:

1. Every participating governmental jurisdiction shall remit a fee of \$600 on January 1st of each year to cover the direct costs of the Northern Kentucky Regional Ethics Authority and its enforcement committee. Three hundred dollars (\$300.00) of the fee will go toward administrative expenses such as collection and retention of financial disclosure forms, etc. To the extent the additional funds are not utilized during the year of remittal, the balance will be applied to the next year's fee. All direct costs associated with enforcement activities necessitated by

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an investigation of an allegation shall be borne by local government whose code is the catalyst for the investigation.

V. Termination of Agreement

Any member of this agreement may terminate its membership by providing written notice to the remaining members sixty (60) days prior to the effective date of its withdrawal. In the event a participating member withdraws for this agreement, the member shall forfeit its right to any equipment or supplies that have been acquired by the Northern Kentucky Regional Ethics Authority for operation of the organization. In the event this agreement is terminated completely and no members remain party to this agreement. The supplies, equipment, and any unexpended funds shall be divided proportionally among its members.

In support of this INTERLOCAL COOPERATION AGREEMENT, and as the duly authorized agent for Pendleton County, I have hereunto set my hands this ____ day of _____, 2010.

Henry W. Bertram
Judge/Executive, Pendleton County

Notarization

In Re: Second Reading of an Ordinance Allowing the Pendleton County Ambulance District to Use the Pendleton County 911 System

Judge Bertram presented and held the second reading of an Ordinance allowing the Pendleton County Ambulance District to use the Pendleton County 911 System. Squire Veirs made a motion to accept this as the second reading, seconded by Squire Whaley, motion carried. Ordinance will become effective upon publication.

ORDINANCE NO. _____

AN ORDINANCE OF AND BY THE PENDLETON COUNTY FISCAL COURT
ESTABLISHING AN INTERLOCAL AGREEMENT TO ALLOW THE PENDLETON
COUNTY AMBULANCE TAXING DISTRICT TO USE THE PENDLETON COUNTY 911
CENTRAL DISPATCHING SYSTEM FOR PURPOSES OF DISPATCHING AND
COMMUNICATING EMERGENCY MEDICAL RUNS

WHEREAS, in the past, the Pendleton County Fiscal Court has provided emergency medical services in Pendleton County; and

WHEREAS, to dispatch those emergency medical services, the Pendleton County Fiscal Court has relied on the Pendleton County Central Dispatch System/911 System for receiving calls and dispatching the emergency medical service ambulances in Pendleton County; and

WHEREAS, as of May, 2009, the Pendleton County Fiscal Court has created the Pendleton County Ambulance Taxing District; and

WHEREAS, the Pendleton County Ambulance Taxing District desires to continue to use the Pendleton County Dispatch System/911 System for dispatching ambulances and other emergency personnel as of August 1, 2010;

NOW THEREFORE BE IT ORDAINED, that effective August 1, 2010, the Pendleton County Ambulance District is hereby authorized to use the radio frequency and to use to the Pendleton County Dispatch System/911 System for dispatch and other communication purposes.

Enacted this ____ day of _____, 2010.

Executive Attest:

Henry W. Bertram
Pendleton County Judge Executive

Date: _____

Vicky King
Pendleton County Fiscal Court Clerk

First Reading:
Second Reading:
Passage:
Publication:

In Re: Second Reading of an Ordinance Leasing the Pendleton County Ambulance Equipment to the Pendleton County Ambulance District until June 30, 2011.

Judge Bertram presented and held the second reading of an Ordinance Leasing the Pendleton County Ambulance Equipment to the Pendleton County Ambulance District until June 30, 2011. Squire Fogle made a motion to accept this as the second reading, seconded by Squire Wells, motion carried. Ordinance will become effective upon publication.

ORDINANCE NO. _____

AN ORDINANCE OF AND BY THE PENDLETON COUNTY FISCAL COURT
ESTABLISHING AN INTERLOCAL AGREEMENT TO ALLOW THE PENDLETON
COUNTY AMBULANCE TAXING DISTRICT TO LEASE EMERGENCY MEDICAL
EQUIPMENT AND VEHICLES AND BUILDING FOR PURPOSES OF PROVIDING
EMERGENCY MEDICAL SERVICE

WHEREAS, the Pendleton County Fiscal Court has provided emergency medical services in Pendleton County; and

WHEREAS, to provide those emergency medical services, the Pendleton County Fiscal Court has purchased emergency medical units and equipment; and

WHEREAS, the Pendleton County Fiscal Court, at the present time, owns 3 emergency medical units, equipment and building to house the vehicles and equipment; and

WHEREAS, the Pendleton County Fiscal Court owns all of the emergency medical equipment used on the 3 emergency medical units; and

WHEREAS, the Pendleton County Fiscal Court houses those 3 emergency medical units in a building located at 705 West Shelby St., Falmouth, Kentucky 41040; and

WHEREAS, the Pendleton County Ambulance District, at this time, does not own any emergency medical units and does not own any emergency medical equipment or a place to house vehicles or equipment, wherefore, to maintain continuity and to maintain the highest level of care for the tax payers of ambulance taxing district.

NOW THEREFORE BE IT ORDAINED, that the Pendleton County Fiscal Court hereby leases all of the equipment and property for the period of the lease as listed on Attachment A and B of this document and the building and property located at 705 West Shelby St., Falmouth, Kentucky 41040 to the Pendleton County Ambulance District, effective August 1, 2010 through June 30, 2011 for the sum of \$1.00.

Be it further ordained, that it shall be the responsibility of the Pendleton County Ambulance District to secure insurance on the vehicles and on the equipment and include the county as a loss payee.

Be it further ordained, that the Pendleton County Ambulance District shall be responsible for the normal and customary maintenance and cleaning of all leased equipment and facilities and shall notify the Pendleton County Fiscal Court should any equipment fail beyond repair or become unusable during the lease period, so as to remove such equipment from its inventory.

Enacted this ____ day of _____, 2010.

Executive Attest:

Henry W. Bertram
Pendleton County Judge Executive

Date: _____

Vicky King
Pendleton County Fiscal Court Clerk

First Reading:
Second Reading:
Passage:
Publication:

In Re: WorkNow Kentucky Program

Judge Bertram presented the court with an agreement to be a worksite provider with the WorkNow Kentucky Program. This agreement is entered into for the purpose of providing meaningful work experience during the summer period. The objective of the WorkNow Kentucky experience is that individuals will exit the program having established an employment history and gained work experience, leaving them better positioned to obtain an unsubsidized job when the experience ends. Squire Wells made a motion to approve this agreement, seconded by Squire Whaley, motion carried.

Print WorkSite Agreement

Page 1 of 3



Worksite Provider Agreement

This agreement is made and entered into this _____ day of _____, 2010 between _____, hereinafter called the WorkNow Kentucky Designee and **Pendleton County Fiscal Court** hereinafter called the

Worksite Provider.

Purpose of Agreement

This agreement is entered into for the purpose of providing meaningful work experience during the summer period. The objective of the WorkNow Kentucky experience is that individuals will exit the program having established an employment history and gained work experience, leaving them better positioned to obtain an unsubsidized job when the experience ends.

Worksite Provider Responsibilities

Worksite Providers of WorkNow Kentucky agree to:

- Provide a job title and description for each individual placed. Assure each individual performs only those tasks described in the job description.
- Provide on-site supervision, consistent with what is normally provided for each job;
- Reimburse the WorkNow Kentucky Designee or the Education and Workforce Development Cabinet for placement services upon request;
- Assure that there is sufficient work available to occupy each individual placed;
- Provide sufficient equipment and/or materials to do the job in a sanitary and safe environment;
- Assure that no currently employed worker shall be displaced by an individual placed by the WorkNow Kentucky Designee. This includes partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits;
- Assure that no individual shall be placed in a position from which a worksite employee is currently in lay-off status;
- Limit an individual to the number of hours assigned by the WorkNow Kentucky Designee, not to exceed 40 hours per calendar week. No payment will be made for hours worked in excess of 40 hours per calendar week;
- Allow reasonable access by the WorkNow Kentucky Designee or its authorized agent to the worksite during working hours for the purposes of monitoring;
- Report any personnel problems or injuries as they occur during the course of the placement to the WorkNow Kentucky Designee, _____ [Designee name] at _____ [Telephone number];
- Comply with all WorkNow Kentucky program guidelines, Federal Assurances and Certifications, State and Federal Laws and existing Labor Laws;
- Comply with the Americans with Disabilities Act (ADA); and
- Indemnify and hold harmless _____ [WDB/Fiscal Agent], the WorkNow Kentucky Designee, Education and Workforce Cabinet and the Cabinet for Health and Family Services from any and all losses, claims, expenses, actions, causes of action, costs, damages, and obligations final or otherwise, arising from any and all acts of the Worksite Provider, its agents, employees, licensees, WorkNow Kentucky placed individuals or invitees that result in injury to persons, damage to property or loss arising from performance of this contract, as those injuries, damage or losses relate to any person, corporation, partnership or any other entity.

Job Title	No. Jobs	Pay Rate/Hr	Hours/Week	Number of Weeks	Wages Funded in part by TANF ARRA
Labor	4	\$8.00	40	10	\$12,800.00
TOTAL	4				\$12,800.00

<https://e3.ky.gov/WorkNow/WorkSiteAgreement.aspx>

6/21/2010

Print WorkSite Agreement

Page 2 of 3

Pay Format (To be completed by WorkNow Designee.)

☐ Bi-weekly

☐ Semi-monthly

<https://e3.ky.gov/WorkNow/WorkSiteAgreement.aspx>

6/21/2010

WorkNow Kentucky - Worksite Agreement

Worksite Provider Information

Check applicable box: ☒ Local government ☐ State government ☐ Private ☐ Non-profit

Signatures

- I have read this agreement and understand the provisions contained herein and verify the contents as correctly reflecting the Worksite Provider's commitment.
- I understand and agree to provide training and supervision equivalent to 25% of the wage paid on behalf of the individuals placed and to allow the cost of this provision of supervision and training to be reported as a qualified State expenditure on federally required financial reports.
- I understand that the services performed by the individuals are in a work-relief or work-training program financed in whole or part by federal, state or local government funding and as such are considered non-covered employment that is not reportable for Kentucky Unemployment Insurance tax purposes.
- I understand that 100% of wages and fringe, FICA, Workers Compensation Insurance and other required payroll taxes for individuals placed by WorkNow Kentucky Designee will be paid with WorkNow Kentucky Program funds.
- I understand this agreement is not effective and binding until signed by all parties to the agreement.
- All parties understand that the Worksite Provider may cancel this agreement at any time by notifying the WorkNow Kentucky Designee and submitting a final timesheet for each individual. WorkNow Kentucky Designee shall have the right to cancel this agreement at any time upon fifteen (15) days written notice served upon the Worksite Provider by registered or certified mail with return receipt requested. WorkNow Kentucky Designee may also cancel this agreement immediately for cause upon written notice to the Worksite Provider by registered or certified mail with return receipt requested.

Worksite Provider Signatures

Harry W. Bertram
Printed Name

Pendleton County Judge/Executive
Title

Signature

Date

Pendleton County Fiscal Court
Legal Business Name

859-654-4321
Phone

233 Main Street
Address
Falmouth KY 41040

616000764
Federal ID Number

Name and Signature of Worksite Supervisors (attach additional sheet if necessary):

	Printed Name	Signature
1.	Tim Antrobus	
2.	Barth Johnson	
3.		
4.		

<https://e3.ky.gov/WorkNow/WorkSiteAgreement.aspx>

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Print WorkSite Agreement

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5.	
6.	
7.	
8.	

WorkNow Kentucky Signatures

Printed Name

Title

Signature

Date

<https://e3.ky.gov/WorkNow/WorkSiteAgreement.aspx>

6/21/2010

Dear Employer,

This page provides information to help you complete your request to participate in WorkNow Kentucky as a Worksite Provider. As an approved Worksite Provider you will be provided prescreened workers to fill entry level positions and their wages will be paid with ARRA TANF Emergency* funds.

The Application Process:

- 1) Provide basic information to complete a WorkNow Kentucky Worksite Provider Agreement and complete a job description for each job title to be filled by an eligible worker. ***You have already completed this step!***
- 2) Employer applications and the attached job descriptions will be reviewed to determine program eligibility.
- 3) A local WorkNow Kentucky staff person will contact you if there are any questions about the information that you provide and to make arrangements to finalize your Worksite Provider Agreement if it is approved. ***You will be contacted within two business days.***
- 4) The Worksite Provider Agreement is not complete until signed by an authorized representative of the employer and the WorkNow Kentucky authorized representative.
- 5) Please feel free to contact your local WorkNow Kentucky Coordinator if you have any questions. To find local contact information, click on the following link. <http://www.carceronestop.org/ReEmployment>
- 6) You may also call the Kentucky Office of Employment and Training at 502-564-7456.

*WorkNow Kentucky is made available by the American Recovery and Reinvestment Act of 2009 Temporary Assistance for Needy Families (TANF) Emergency Contingency Funds and through a collaborative effort of Kentucky's workforce and human services systems.

In Re: Appointment to the East Pendleton Water District Board

Judge Bertram ask that Mr. David Pribble be reappointed to the East Pendleton Water District Board. Squire Veirs made a motion to reappoint Mr. Pribble, seconded by Squire Wells, motion carried.

In Re: Court Order Transfers

Judge Bertram presented and reviewed the Budget Account Transfers, whereupon Squire Wells made a motion, seconded by Squire Whaley that the following Budget Account Transfers be accepted and approved as presented, motion carried.

PENDLETON COUNTY FISCAL COURT			
TUESDAY JUNE 22, 2010			
7:00 PM			
COURT ORDERED TRANSFERS			
General Fund			
Transfer from (01-9200-999) Reserve for Transfers to the following accounts:			
01-5001-445	Co. Judge/Exec Office Supplies	\$	800.00
01-5040-569	Registrations & Conferences	\$	1,220.00
01-5070-578	P&Z Utilities	\$	50.00
01-5075-578	Economic Development Utilities	\$	51.00
01-5081-411	Judicial Center Custodial Supplies	\$20,037.00	
01-5081-573	Judicial Center Telephones	\$	8.00
Road Fund			
Transfer from (02-6105-447) Road Materials to the following accounts:			
02-6105-405	Asphalt	\$78,883.00	
02-6105-143	Road Workers Salaries	\$	120.00
Transfer from (02-6105-409) Crushed Stone and Gravel to the following accounts:			
02-6105-405	Asphalt	\$50,118.00	
Transfer from (02-6105-441) Machinery and Equipment to the following accounts:			
02-6105-405	Asphalt	\$24,938.00	
Ambulance Fund			
Transfer from (09-9200-999) Reserve for Transfers to the following accounts:			
09-5140-303	Ambulance Service	\$27,265.00	
09-5140-592	Maintenance & Repairs Vehicles	\$	1,444.00
09-5140-573	Telephone	\$	32.00
911 Fund			
Transfer from (75-9200-999) Reserve for Transfers to the following accounts:			
75-5145-107	Dispatch Supervisor/Director	\$	290.00
75-5145-399	Miscellaneous Contractual Service	\$	270.00
INTERFUND TRANSFERS			
Transfer from General Fund to Jail Fund		\$20,000.00	
Transfer from General Fund to Ambulance Fund		\$60,000.00	

Henry W. Bertram	Vicky J. King
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In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims, whereupon a motion was made by Squire Veirs, seconded by Squire Fogle that the following claims be allowed and ordered paid out of the following funds, motion carried.

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 06/22/2010 To: 06/22/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: ELSNER ELSNER ELECTRONICS Voucher Date: 06/22/2010						
12-0122	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	25018	757285	ACER LAPTOP FOR JUDGE	518.00
		Printed On Check 012726			Voucher Totals	518.00
Vendor: MODERN LEA MODERN LEASING Voucher Date: 06/22/2010						
12-0122	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	8739629184	757290	COPIER LEASE JUDGES OFFICE	440.58
		Printed On Check 012727			Voucher Totals	440.58
Vendor: COATTORNEY JEFFERY DEAN Voucher Date: 06/22/2010						
12-0122	01-5005-165-	CO ATTORNEY SECRETARY		757285	CO ATTORNEY SECRETARY	498.13
12-0122	01-5005-445-	CO ATTORNEY OFFICE SUPPLIES		757285	CO ATTORNEY OFFICE SUPPLIES	3,260.56
		Printed On Check 012728			Voucher Totals	3,758.69
Vendor: KCJEA KCJEA/MCA Voucher Date: 06/22/2010						
12-0122	01-5040-569-	REGISTRATIONS & CONFERENCES	3403	757244	KCJEA CONFERENCE JUDGE & MAGISTRATES	1,250.00
		Printed On Check 012729			Voucher Totals	1,250.00
Vendor: INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY Voucher Date: 06/22/2010						
12-0122	01-5070-578-	P & Z UTILITIES		757284	PLANNING & ZONING UTILITY REIMBURSEMENT	100.00
		Printed On Check 012730			Voucher Totals	100.00
Vendor: INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY Voucher Date: 06/22/2010						
12-0122	01-5075-578-	ECONOMIC DEVELOPMENT UTILITIES		757288	MAY COMMUNITY DEVELOP. OFFICE EXPENSE ADJ. AMOUNT	50.72
		Printed On Check 012731			Voucher Totals	50.72
Vendor: ROMAINE ROMAINE COMPANIES Voucher Date: 06/22/2010						
12-0122	01-5081-411-	JUDICIAL CENTER CUSTODIAL SUPPLIES	060810-54	757272	JUDICIAL CENTER CUSTODIAL SUPPLIES	20,037.00
		Printed On Check 012732			Voucher Totals	20,037.00
Vendor: HATFIELD RICK HATFIELD Voucher Date: 06/22/2010						
12-0122	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	1387	757262	UNCLOGGED FLOOR DRAIN @ ANIMAL SHELTER	165.00
		Printed On Check 012733			Voucher Totals	165.00
Vendor: RECREATION COMMUNITY RECREATION COMMISSION Voucher Date: 06/22/2010						
12-0122	01-5405-107-	RECREATION - SUPER / DIRECTOR		757283	JUNE RECREATION DIRECTOR SALARY 1/2	1,803.85
		Printed On Check 012734			Voucher Totals	1,803.85
Vendor: SEAN MADER SEAN MADER Voucher Date: 06/22/2010						
12-0122	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		757289	TRAIL CONSTRUCTION LABOR 40 HRS @ \$10 HR	400.00
		Printed On Check 012735			Voucher Totals	400.00
Vendor: PATRICKJOH PATRICK JOHNSON Voucher Date: 06/22/2010						
12-0122	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		757288	TRAIL CONSTRUCTION LABOR 22 HRS @ \$10 HR	220.00
		Printed On Check 012736			Voucher Totals	220.00
11 Vouchers Printed Totalling						28,743.84

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Pendleton County Fiscal Court

Voucher Claims Register

Road Fund

From: 06/22/2010 To: 06/22/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: EATON ASPH EATON ASPHALT Voucher Date: 06/22/2010						
12-0222	02-6105-405-	ASPHALT	546417	757243	JACKS BR, LEXBRG, CONCORD RD, RESERVOIR RD	185,965.19
		Printed On Check 008248			Voucher Totals	185,965.19
Vendor: H&MTRUCK HOWARD PYLES Voucher Date: 06/22/2010						
12-0222	02-6105-447-	ROAD MATERIALS		605370	TIRE REPAIR	50.00
12-0222	02-6105-447-	ROAD MATERIALS		605375	TIRE REPAIR 4/S REAR	35.00
		Printed On Check 006249			Voucher Totals	85.00
Vendor: J&N ELECTR J & N ELECTRONICS Voucher Date: 06/22/2010						
12-0222	02-6105-405-	ASPHALT	40006	605386	STROBE KIT	176.84
		Printed On Check 008250			Voucher Totals	176.84
Vendor: MOTRIM MOTRIM, INC. Voucher Date: 06/22/2010						
12-0222	02-6105-447-	ROAD MATERIALS	300294&300373	605336	PUMP AND VALVE	3,925.56
		Printed On Check 008251			Voucher Totals	3,925.56
Vendor: ENGLISHFO RON ENGLISH / ENGLISH FOUNDATIONS Voucher Date: 06/22/2010						
12-0222	02-6105-447-	ROAD MATERIALS	762056	757271	REPAIRS ON MCKINNEYSBURG BRIDGE WALL & DECK	5,200.00
		Printed On Check 008252			Voucher Totals	5,200.00
Vendor: HALL SIGNS HALL SIGNS INC. Voucher Date: 06/22/2010						
12-0222	02-6105-447-	ROAD MATERIALS	257172	611526	COUNTY ROAD SIGNS	531.65
		Printed On Check 008253			Voucher Totals	531.65
Vendor: OFFICEDEPO OFFICE DEPOT Voucher Date: 06/22/2010						
12-0222	02-6105-447-	ROAD MATERIALS	522157196001	757245	TONER CARTRIDGE ROAD	54.63
		Printed On Check 006254			Voucher Totals	54.63
Vendor: NO TOOL NORTHERN TOOL & EQUIPMENT Voucher Date: 06/22/2010						
12-0222	02-6105-447-	ROAD MATERIALS	21956729	605361	1 SET REFLECTIVE TAPE	75.53
		Printed On Check 006255			Voucher Totals	75.53
Vendor: JAMIE'S TR JAMIE'S TRUCK SERVICE, INC. Voucher Date: 06/22/2010						
12-0222	02-6105-447-	ROAD MATERIALS	1727	757294	MAINTENANCE ON ROAD EQUIPMENT	260.00
		Printed On Check 006256			Voucher Totals	260.00
9 Vouchers Printed Totalling						186,274.20

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Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 06/22/2010 To: 06/22/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 12-5161	Vendor	PEND EMS	PENDLETON COUNTY EMS, INC.		Voucher Date 06/22/2010	
12-0922 09-5140-303-	AMBULANCE SERVICE			757273	FY 2008-10 AMBULANCE SERVICE CONTRACT JULY	71,296.13
	Printed On Check 001523				Voucher Totals	71,296.13
Voucher No. 12-5162	Vendor	HOMESITE	HOMESITE		Voucher Date 06/22/2010	
12-0922 09-5140-364-	AMBULANCE QUARTERS RENT			757274	APARTMENT RENT FOR AMBULANCE	450.00
	Printed On Check 001524				Voucher Totals	450.00
Voucher No. 12-5163	Vendor	COOPER	COOPER WHOLESALE, INC.		Voucher Date 06/22/2010	
12-0922 09-5140-411-	CUSTODIAL SUPPLIES		6070	439357	CUSTODIAL SUPPLIES AMBULANCE QRTS	28.91
	Printed On Check 001626				Voucher Totals	28.91
Voucher No. 12-5164	Vendor	BRIGHTON	BRIGHTON SPRING SERVICE CO., INC.		Voucher Date 06/22/2010	
12-0922 09-5140-502-	MAINTENANCE & REPAIRS - VEHICLES		216	439358	SPRING REPAIRS 2002	1,074.64
	Printed On Check 001528				Voucher Totals	1,074.64
Voucher No. 12-5165	Vendor	LIFESTARRE	LIFE STAR RESCUE INC		Voucher Date 06/22/2010	
12-0922 09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		24951	439359	LIGHTS, DOOR GLIDE	366.31
	Printed On Check 001627				Voucher Totals	366.31
5 Vouchers Printed Totalling						73,237.99

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Pendleton County Fiscal Court
Voucher Claims Register

911 Fund Fund
From: 06/22/2010 To: 06/22/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 12-5166	Vendor	MODERN LEA	MODERN LEASING		Voucher Date 06/22/2010	
12-7522 75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE		6739629163	757281	COPIER LEASE DISPATCH	270.19
	Printed On Check 002033				Voucher Totals	270.19
1 Vouchers Printed Totalling						270.19

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In Re: Closing Remarks

Judge Bertram stated that a date for mapping system training needs to be set, a tentative date of June 30th will be set, if Trisha Brush is available. The NKADD annual dinner and awards Banquet has been planned and will be held at 6:00 PM on August 16th, reservations will be made for the Judge and all Magistrates.

In Re: Closed Session to Discuss Litigation

Squire Veirs made a motion, seconded by Squire Wells that the Fiscal Court go into closed session to discuss possible litigation, motion carried.

Squire Whaley made a motion to return to open session, seconded by Squire Fogle, motion carried.

County Attorney Jeff Dean stated that the court had gone into Closed Session to discuss possible litigation and that no action was taken.

In Re: Adjournment

Squire Wells made a motion, seconded by Squire Whaley that this meeting be adjourned, to meet again in regular session on July 13th, 2010, subject to any called meetings, motion carried.

ATTEST:

Henry W. Bertram

Pendleton County Fiscal Court Clerk